



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: May 4, 2010
TO: Mayor and Councilmembers
FROM: Chief's Staff, Police Department
SUBJECT: On Patrol License Agreement

RECOMMENDATION:

That Council authorize the Chief of Police to execute a one-year license agreement between the City of Santa Barbara and On Patrol with SBPD, Inc., for the production of "On Patrol with Santa Barbara PD."

DISCUSSION:

On Patrol with SBPD, Inc., with the assistance and cooperation with the Santa Barbara Police Department, produces a local tri-county TV program called "On Patrol with Santa Barbara PD" (hereinafter "On Patrol"). "On Patrol" is a 30 minute program which airs on local network and cable channels in the Tri-Counties area. It features the Santa Barbara Police Department and has received very favorable reviews from the public. Production started in early 2009, and the first shows started airing soon thereafter. It became apparent that a more formal license agreement needed to be drafted between the producers of "On Patrol" and the Santa Barbara Police Department in order to address such issues as use of City trademarks, use of Police Department property, assistance by Police employees, appropriate compensation, record keeping, and accounting. The Santa Barbara City Attorney's Office has drafted a license agreement with On Patrol with SBPD, Inc., based on similar contracts in use by the LAPD and LA County Sheriff's office which addresses these issues. The term of the agreement is one year, and either party may terminate the agreement upon 90 days written notice.

BUDGET/FINANCIAL INFORMATION:

Under the terms of the proposed license agreement, On Patrol with SBPD, Inc. agrees to compensate the Santa Barbara Police Department the sum of \$1,000 per original episode and \$500 for each rebroadcast thereafter. Depending upon the continued success of the program, it is anticipated the General Fund would receive approximately \$25,000-\$50,000 per year. The Police Department has virtually no production responsibilities or production costs.

PREPARED BY: Frank Mannix, Deputy Chief of Police

SUBMITTED BY: Camerino Sanchez, Chief of Police

APPROVED BY: City Administrator's Office

LICENSE AGREEMENT

**By and between
The City of Santa Barbara
and
On Patrol with SBPD, Inc.**

This License Agreement ("License Agreement") is entered into by and between the City of Santa Barbara (through the Santa Barbara Police Department), a Municipal corporation organized and existing under the laws of California, having an address at 735 Anacapa Street, Santa Barbara, California 93101 (hereinafter the "City"), and On Patrol with SBPD, Inc., a California corporation, with offices at 3609 State Street, Santa Barbara, California 93109 (hereinafter referred to as "LICENSEE.")

WHEREAS, CITY is the sole and exclusive owner and holder of the right to use the names, insignias, badges, and logos of the Santa Barbara Police Department ("SBPD") as identified and shown in the attached Exhibit "A" ("City Trademarks") and the City has established substantial goodwill and reputation in the City Trademarks through their use; and

WHEREAS, LICENSEE desires to obtain a license to use the Trademarks in connection with a television series, showcasing the work of the men and women of the Santa Barbara Police Department and highlighting the various departments thereof entitled "***On Patrol with Santa Barbara PD***" a reality television series, including without limitation, pre-production, production, post-production, and/or the pilot(s) and series episodes therefore (the "Series"); and

WHEREAS, LICENSEE seeks permission to enter upon and use the exterior and interior of the SBPD Police station for the purpose of filming certain scenes for the Series; and

WHEREAS, LICENSEE desires to ride alongside SBPD personnel in certain CITY-owned and operated police vehicles and desires to accompany SBPD personnel in certain activities, including without limitation, responses to calls, and to film such activities for the Series; and

WHEREAS, LICENSEE desires the limited assistance of SBPD employees for the Series and the right to photograph such employees; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, the City and LICENSEE agree as follows:

1. USE OF CITY TRADEMARKS IN CONNECTION WITH THE “ON PATROL” TELEVISION SERIES.

A. **Grant of License.** City hereby grants LICENSEE an non-exclusive license to use and incorporate the City Trademarks (as depicted in Exhibit ____ attached hereto) into the Series, subject only to the terms and conditions herein during the term of this Agreement. City and LICENSEE agree to execute those documents reasonably requested by LICENSEE in order to further effectuate the documentation or recordation of LICENSEE’s license to use the City Trademarks and LICENSEE’s rights to incorporate those Trademarks into the Series.

B. **Ancillary Rights.** The use of the City Trademarks granted includes the right to advertise, promote, publicize, broadcast, telecast and exhibit in all media, the Series, irrespective of media of transmission used, whether now known or hereinafter devised. Further, this grant includes the right to advertise, promote and publicize the Series in any and all media, whether now known or hereinafter invented, worldwide.

C. **Merchandising Rights.** During the term of this Agreement, City hereby grants to LICENSEE an non-exclusive, non-assignable license to use the City Trademarks on or in association with Licensed Materials, and the right to distribute, disseminate or otherwise exploit the Licensed Materials, in any and all media, whether now known or hereafter developed or discovered as determined appropriate by LICENSEE. “Licensed Materials” means and includes, but is not limited to, tangible goods such as books, magazines, hats, caps, T-shirts, other items of clothing, mugs, pens, stationery and office supplies, dolls, action figures, figurines, toys, theme parks, and games of all sorts, provided however that the City Trademarks cannot be used to endorse any commercial product or service. Further, nothing in this Agreement or in Licensee’s use of the City Trademarks shall be construed as the City’s or the Police Department’s endorsement, whether express or implied, of the contents or viewpoints contained in the Series or of Licensee’s actions or omissions associated with the Series.

D. **Compensation to City for the Sale of Licensed Merchandise.** In consideration for the license granted in Paragraph 1C, LICENSEE agrees to pay to CITY the amount of ten percent (10%) of the gross sale revenues received on the sale of every item of On Patrol with SBPD merchandise sold by Licensee or its assigns which contains or uses the City Trademarks.

E. **Marking Requirements.** The License granted herein by the City is conditioned upon LICENSEE’s full and complete compliance with the marking provisions of the trademark, patent, and copyright laws of the United States.

F. **Merchandise Quality Control Requirements.** The City shall have the right to approve and accept or reject the Licensed Materials proposed to be sold by Licensee whenever the City Trademarks will appear on such merchandise. The review shall be in order to ensure the use of the City Trademarks is used in accordance with the terms of this Agreement. Any Licensed Material rejected by the City shall not be distributed, displayed, or placed in the stream of commerce in any manner. In the event that LICENSEE distributes, displays, or places in the stream of commerce any Licensed Material rejected by City, the City shall have the right to immediately terminate LICENSEE's use of the Trademarks. The City's approval shall not be unreasonably withheld. In any event, if the City fails to give LICENSEE written approval within twenty (20) days after the receipt of sample merchandise along with a written request from Licensee for City Approval, then the sample will be deemed to be approved by the City.

G. **Exclusive Ownership.** LICENSEE acknowledges City's exclusive rights in the Trademarks and, further, acknowledges that the Trademarks are unique and original to the City and that City is the owner the City Trademarks. LICENSEE agrees that its use of the City Trademarks inures solely to the benefit of City and that LICENSEE shall not acquire any rights in the Trademarks as a result of this license.

H. **Inappropriate Use.** LICENSEE shall not do anything that is inconsistent with or harmful to City's ownership of any rights to the Trademarks or the goodwill associated with the City Trademarks, including but not limited to, any of the following:

1. Use the City Trademarks in connection with any other products or services not approved by the City;
2. Use any other trademarks confusingly similar to the City Trademarks in connection with any products or services. City acknowledges that LICENSEE has applied for registration of the trademark title *On Patrol with Santa Barbara PD*; and grants its consent to the pending registration.
3. Challenge or dispute City's ownership of and rights to the City Trademarks or the validity of any of the City's registrations or applications for the City Trademarks.

I. **Continuing Obligation.** LICENSEE's duty to City under this section shall survive the expiration or any termination of this Agreement.

J. **Infringements.** LICENSEE agrees to promptly notify City of any infringement of the City Trademarks by others or any hostile or adversary actions or proceedings by others against the Trademarks, of which it may become aware.

2. USE OF CITY SBPD PROPERTY FOR FILMING THE “ON PATROL” SERIES

A. **Licensee Personnel Ride-Alongs.** When designated in writing by LICENSEE to City, and subject to the other terms and conditions of this Agreement, LICENSEE personnel may ride along with Santa Barbara Police Department (SBPD) personnel in SBPD Vehicles; provided, however, that, in each instance, LICENSEE shall cause each of its designated employees or agents to read, agree to, and duly and complete execute a standard City release, indemnification, and waiver agreement, and at all times adhere to all instructions of the SBPD personnel in charge of such a police ride-along. It is understood LICENSEE employees and agents may, as observer(s) only, ride along with SBPD personnel on emergency and other calls and film SBPD personnel in the course of responding to such calls, subject to LICENSEE not interfering in any way with the activities of SBPD personnel, subject to the command and instructions of the SBPD commander in charge, and subject to all the other terms and conditions of this Agreement.

B. **Designation of City Licensee Coordinator.** Licensee may request the Chief of Police to designate an SBPD staff member to act as the filming coordinator for all interactions between the SBPD and Licensee and to assist the Licensee in the filming of the Series. Licensee understands and acknowledges that any special City resources provided by the City coordinator shall be minor in nature and shall not detract from the Coordinator’s regular SBPD duties. In the event, the City coordinator determines that any special request from Licensee will involve additional expenses to the City, the coordinator may approve such a request only reaching a written understanding with Licensee that the City will be reimbursed in an agreed upon amount for its additional expense within thirty (30) of the City incurring of the expense.

C. **City’s Right to Suspend Use of Police Building and Ride-Alongs.** The City reserves its right to suspend its grant of permission to film on City Property or allow any employee or agent of Licensee to do a ride-along in any City vehicle at any time, without advance notice, at the sole discretion of the City SBPD. In case of such suspension of permission, LICENSEE and its personnel agree to follow the instructions of the City SBPD personnel in charge of the property or City vehicles, including immediate departure from the

property or alighting from the Vehicles, without challenge. Alternative and mutually convenient dates and times shall be re-scheduled following such a suspension if possible.

D. **Conditions for Use of SBPD Property.** LICENSEE may place any and limited equipment onto the SBPD property; provided, however, all such equipment placed on or in the property shall not in any way unreasonably impede access to the property and City's operation. LICENSEE agrees to remove the same after the completion of the filming and leave the SBPD property in as good condition as when received except for ordinary wear and tear.

E. **Licensee Personnel on SBPD Premises.** LICENSEE is prohibited from bringing to and utilizing on the SBPD property any personnel, personal property, materials, or equipment except as reasonably necessary to accomplish the intended use(s) and filming stated herein.

F. **Licensee's Assumption of the Risks.** Given the nature of the City Property and the operational risks inherent in the Licensee's use of the City's Property for filming and those risks inherent in a ride-along, Licensee hereby acknowledges and agrees that it is assuming all risks, whether foreseeable or not, whether implied or express, inherent or not, involved in its use of the City Property or in designating or allowing employees or agents of Licensee to ride-along with City Police personnel. Licensee hereby waives all rights of recovery from and releases and forever discharges the City, its officers and employees and agents, from any and all claims, (including workmens compensation or employer liability claims) demands, damages, causes of action, costs, losses of service or obligation (including any claim for attorney fees related thereto) which may or could result from or be caused by Licensee's actions or omissions (including those of its employees and agents) in filming the Series pursuant to this Agreement.

3. ASSISTANCE BY SBPD EMPLOYEES

LICENSEE may request limited SBPD Employees' assistance in filming the Series in a manner consistent with this Agreement. In addition, City understands and acknowledges that LICENSEE intends the focus of the television series to be on the SBPD employees and, accordingly, LICENSEE may depict such employees in the course of their duties and follow and depict certain SBPD employees designated by LICENSEE on a week-to-week basis.

4. SPECIAL REQUESTS BY LICENSEE

On limited occasions, LICENSEE may request the City, through the SBPD, to permit special access to SBPD activities and departments, other than expressly those specified herein, during the production. City is, however, not obliged to grant such access if, in its discretion, the

granting of the request(s) could impede or adversely affect the core operations of any CITY department or public safety.

5. COMPENSATION TO CITY, RECORDKEEPING, ACCOUNTING AND AUDITS

A. Episode and Merchandise Fees. The City shall receive the amount of One Thousand Dollars (\$1000) payable to the City of Santa Barbara for each Series episode filmed and the amount of Five Hundred Dollars (\$500) each time and whenever a Series episode is re-played or re-broadcast within a twenty year period following the execution of this agreement. Each episode payment is non-refundable and shall be due to the City within a reasonable time after the initiation of filming but in no event later than thirty (30) calendar days subsequent to completion of filming for each episode of the Series or the broadcast of a re-played episode as the case may be.

B. Recordkeeping and Reporting Requirements for Gross Revenues from Series. Upon the execution of this agreement by the City, LICENSEE, at its own expense, shall begin to keep and furnish to the City at the beginning of each calendar quarter, a statement prepared by a accounting firm acceptable to the City Finance Director or by the LICENSEE's chief financial officer, an accounting statement accounting for all of gross revenues received by Licensee from both of the following: 1. resulting from the broadcast of On Patrol with SBPD; or 2. resulting from the sale or licensing of merchandise relating to On Patrol with SBPD (referred to herein as the "Gross Sales Revenues".) The accounting statement shall certify, as being true and correct, all of the following: 1. Any and all Gross Revenues received by Licensee during the preceding three (3) month period from the production, broadcast, licensing, or sale of the On Patrol with Santa Barbara PD television series, and 2. The total amount of Gross Sale Revenues received by Licensee from the sale or licensing of any merchandise relating to On Patrol with SBPD or merchandise containing or utilizing the City Trademarks during the preceding twelve (12) month period.

C. Gross Revenues Defined. For the purposes of this agreement, the term "Gross Revenues" shall mean any and all money, funds, thing of value, or form of compensation or consideration received by Licensee (without exclusion) for either of the following: 1. From the broadcast, licensing, use, or sale of the television series known as "On Patrol with the Santa Barbara PD" Series; or 2. From the sale, use, or merchandising of items using the City Trademarks, without exclusion, except for amounts collected as sales or excise taxes and conveyed to duly authorized taxing agencies and amount returned to customers as merchandise refunds.

D. Licensee Recordkeeping Requirements. Licensee shall keep and maintain, appropriate books, accounts, and records documenting receipt of all Gross Revenues from the production, broadcast, licensing or use of the “On Patrol” Series and from its use of the City Trademarks either in Santa Barbara or the designated corporate headquarters of Licensee, provided that City can compel the books and records made available to the City in Santa Barbara for the purposes of the City’s review, inspection, and auditing of those books and records for proper the accounting of Gross Revenues in accordance with this agreement, including all such books, records and accounts necessary or prudent to evidence and substantiate in full detail Licensee’s calculation of Licensee’s Gross Revenues. Such records shall at all reasonable times be open for inspection by the City at the place that the books, records and accounts of Licensee are kept for the purposes of verifying the accounting of Gross Revenues.

E. City’s Right to Audit Licensee’s Records of the Series. If at any time during the term hereof said books, records and accounts are deemed inadequate or incomplete in accordance with the standards set forth above in the reasonable judgment of the City, Licensee shall, upon the request of City, revise, adjust, complete, procure and maintain such books, records and accounts so that they thereafter conform to said standards in City's reasonable judgment. City shall also have the right to examine the books, records and accounts of Licensee described above as necessary for a proper determination of the total amount of Licensee’s Gross Revenues, and all such books and records shall be held available for such purpose. Any information obtained from such audit or review shall be held confidential in the best efforts of the City and to the extent permitted by law and shall not be disclosed other than to carry out the purposes hereof; however, the City is not liable to Licensee for any disclosure.

F. Purpose of City Review of Gross Revenues from the Television Series. The purpose of the foregoing requirement to report all Gross Revenues from the filming, broadcast, or use “On Patrol with Santa Barbara PD” television series to the City is for the purposes of calculating the percentage compensation to which the City is entitled for the sale of On Patrol merchandise and, if deemed appropriate by the City, to allow the City and Licensee to negotiate an appropriate level of compensation to the City in the future in the event the City Council of the City and Licensee choose to negotiate to renew this Agreement or to extend its term.

6. LAWS, PERMITS AND THIRD-PARTY CLEARANCES

A. **Permits.** LICENSEE is solely responsible and liable for obtaining and complying with all the applicable laws, including without limitation U.S., California and City of Santa Barbara labor, safety, intellectual property and business laws; and for paying fees for all permits, authorizations and clearances from appropriate regulatory authorities required for filming the Series at all locations, if any might be required.

B. **Third-Party Privacy Claim Clearances.** Where and when LICENSEE seeks to film or does film and airs film showing any private individuals not associated with City or with Licensee, before doing so, it will obtain from said individuals a proper and legally sufficient waiver and release prior to airing the Series or any episode thereof. When this is not possible, it is the City's understanding and expectation that the faces of said individuals will be pixilated such that they would not be recognizable from the broadcast. The City reserves the right to request copies of such releases in order to verify compliance with this provision.

C. **Filming of City Employees.** If any individual to be filmed is a City employee, Licensee shall execute the Footage Release and Covenants of Use agreement, as such agreement is contained in Exhibit ____ attached hereto.

D. **Use of Private Property.** Should LICENSEE desire to enter or to film on or in any real property, vessel or vehicle which a third party (other than the City's) holds the possessory rights, owns or controls, LICENSEE is solely responsible for obtaining written permission and clearances to do so.

7. HANDLING OF POLICE INFORMATION; RIGHT FOR CITY REVIEW

A. **Choice of Locations or Series Materials.** On occasions, the CITY may deny choice of locations, episode materials or information sourced from the CITY as well as ride-alongs, which it deems necessary to keep confidential in order to protect or maintain public safety, national security, public trust, or its practice or policies, including but not limited to, sensitive security or criminal investigation information, as well as for the protection of the rights and privacy of individuals, City personnel and others concerned.

B. **Private Information.** LICENSEE is solely responsible for obtaining clearances or waivers, according to generally acceptable entertainment industry standards, prior to using or disclosing any private, confidential, financial, personal, or criminal justice information of any person involved or filmed, including but not limited to any name mentioned in the Series. Should any of such information originate with the City, in addition to the aforementioned

clearance procedure, LICENSEE shall also obtain clearance from City to use or disclose such information in connection with the Series.

C. Ownership and Retention of Media. LICENSEE will own, exclusively, irrevocably, and in perpetuity all rights in all MEDIA used in connection with the Series. (MEDIA for purposes of this agreement shall include, but shall not be limited to, film, digital imaging, audio or video recordings of any kind, cassettes, photographs, cartridges, or any other kind of audio or video media storage). LICENSEE will be the author and will own the copyright in the MEDIA and each part of the MEDIA. Except as otherwise set forth herein, LICENSEE shall have no obligation to City, and shall not, maintain, keep, store, amass, stockpile, or accumulate any un-produced Media longer than it takes to produce the weekly Series, and in no event, after the date each episode of the Series is aired on television. Notwithstanding the foregoing, LICENSEE has the sole responsibility to maintain and store any MEDIA that is subject to a court order or subpoena.

D. Police or District Attorney Use of Ride-Along Filming. If any ride-along results in useable footage of a crime investigation or arrest, upon the receipt of a specific written request from the City to do so, LICENSEE shall be solely responsible for retaining and storing any footage captured while working with CITY and providing such film to the City as requested. Otherwise, LICENSEE has the sole responsibility or discretion to either maintain or destroy any footage not provided to or requested by City or retained pending a court order or subpoena as set forth below.

E. City's Right to Preview Episode Filming. Within seven (7) calendar days of a ride-along or the filming of videotape at the SBPD Building resulting in video filming, LICENSEE will, provide City with a copy of the initial edited segments depicting the investigation or arrest proposed for broadcast within seven calendar days after the ride along or site filming which is the subject of the broadcast. LICENSEE will make every reasonable effort to complete the initial editing as early as possible. The aforementioned edited segments will be provided by LICENSEE in individual segment specific DVD/CDs and will be identified by date and time of videotaping. If possible, City case number and/or subject names will be provided with the edited footage. LICENSEE will provide the City Police Chief (or his designee) a legal attestation with each segment DVD that the provided edited segment constitutes all of the footage of the segment provided to City. The attestation will be a form letter advising that the only available footage of the arrest or contact is contained in what has been provided. In

addition, said attestation shall provide that the footage may have been edited for entertainment purposes, whether the segment was actually edited or not. The City will not determine what, if any, footage is retained by LICENSEE.

F. City Right to Request Changes in Filmed Episode. Within a reasonable time, but no less than five (5) business days before each episode of the Series is distributed, displayed, broadcast, or placed in the stream of commerce for the general viewing public in any manner, LICENSEE shall promptly provide the City (through the Chief of the SBPD or his designee) with a copy of the episode of the Series for the City's review and approval. The City shall exercise its best reasonable efforts to expeditiously review and approve the submitted episode. In the event that the City reviews and disapproves any footage or scenes in the episode being reviewed, the City shall promptly communicate in any reasonable manner to LICENSEE as to the particular footage or scenes at issue and the reason(s) for such disapproval, which parties herein agree to expeditiously engage in good faith consultation and discussion regarding any changes required in order for any particular episode to be approved by the City and be designated an Approved Episode. Approved Episodes herein are episodes reviewed and approved by the City pursuant to this Paragraph. If after said good faith consultation and discussion the City and LICENSEE cannot agree to changes that would allow the episode to become an Approved Episode, then the City shall inform LICENSEE, with reasonable specificity, which footage the City finds objectionable and LICENSEE shall delete said footage from the episode. The City may not disapprove any previously Approved Episode. Only Approved Episodes in their entirety may be distributed, displayed or placed in the stream of commerce; provided, however, that LICENSEE may use excerpts of any Approved Episode (by the excerpts themselves without combination with other materials) for advertising and promotional purposes of the Series and for Internet or other digital distribution of the Series.

8. SERIES CREDITS AND NOTICE

Subject to the credit policies of the network that telecasts, broadcasts or podcasts the Series, each copy of all episodes of the Series shall include (1) proper screen credit acknowledging cooperation from the Santa Barbara Police Department and (2) the following Trademark notice: *"All SBPD marks, insignias and badges are trademarks of the City of Santa Barbara. Use permitted."* LICENSEE shall use best effort to cause the network to afford credits to the City. The City acknowledges and agrees that the aforementioned credit and trademark notice, including size, style, and placement thereof, shall be at LICENSEE's and the network's

sole discretion. Any inadvertent failure to include such credit shall not be a material breach of this Agreement so long as LICENSEE takes reasonable action to cure the same on a prospective basis.

9. TERM OF THE AGREEMENT

This Agreement shall be in full force and effect for a period of one year commencing on the date of its execution by the City Chief of Police (“Effective License Date”) unless sooner terminated by the City or LICENSEE in accordance with the termination provisions of this Agreement. However, Approved Episodes may be exploited, in whole or in part, by LICENSEE in perpetuity (including in the advertising and promotion of the Series), provided any partial use of the Approved Episodes is not in combination of any other production, show or series.

10. INDEMNIFICATION AND INSURANCE

A. Indemnity. LICENSEE shall defend and hold harmless CITY, and its City Council members, officials, officers, commissioners, agents, employees, representatives, consultants, assigns and associates thereof (“City Defendants”), against and from any and all loss, costs, damage, liability and expenses, including reasonable attorneys’ fees, with respect to any claim, action, proceeding whatsoever arising from any of the following: 1. LICENSEE’s use of the City Trademarks, 2. Licensee’s use of City property (whether real and personal), 3. Licensee’s use of City personnel and information, or 4. Relating to City’s performance of this Agreement or, 5 Arising in any way out of the production, filming or broadcast of On Patrol with SBPD or any action of Licensee in connection with the filming or broadcast of “On Patrol with SBPD. Such claims, actions, and proceedings include without limitation those based on infringement of other’s intellectual property (including right of publicity) as well as any claim for a violation of personal privacy; it shall also include any possible violation of any collective bargaining agreements of the entertainment industry or union rules or labor rules, regulations or laws; tortuous acts or omission (including libel, slander, invasion of privacy and personal injuries).

B. Insurance. LICENSEE shall provide City, prior to the first date in Schedule “A,” with evidence of commercial general liability insurance sufficient broad to cover the scope of indemnification to which License agrees pursuant to this Agreement in an amount no less than Two Million Dollars (\$2,000,000), as outlined in Exhibit “__ “Required Insurance and

Minimum Limits,” naming City officers, employees, and agents, including those present at the Property or in any City Vehicles during the production of the Series as additional insured parties thereon. City personnel who are filmed in or work on the Series shall be insured as individuals involved in the Series. Proof of the required insurance coverage must have been presented to and accepted by the City’s Risk Manager (via the City Attorney’s Office) before any Series filming may begin. LICENSEE shall follow instructions set out in Exhibit “F” – “Instructions and Information on Complying with City Insurance Requirements.”

C. Post-Filming List Property Damage List. Should there be any City property damaged as a result of the filming, City agrees to promptly submit to LICENSEE in writing, no later than Thirty (30) days after the date of the damage, a detailed list of all claimed property damage for which LICENSEE is responsible to the City, and City shall permit LICENSEE’s representatives to inspect the damaged property. In the case of a personal injury claim against the LICENSEE and/or its insurance carrier, the City shall have up to ninety (90) days after each claim is properly filed against and with the City, to file claims against the LICENSEE or its insurance carrier.

11. TERMINATION OF AGREEMENT

Unless noted otherwise herein, either City or LICENSEE may terminate this Agreement on Ninety (90) days’ written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, but such termination shall not affect LICENSEE’S rights with respect to previously Approved Episodes.

12. EFFECTS OF TERMINATION

Except as otherwise set forth in this agreement, upon any termination or expiration of this Agreement, all rights granted to LICENSEE shall forthwith terminate and immediately revert to City. Concurrently, except as to the perpetual right to use and ownership of “Approved Episodes” (subject to the payment of the required episode compensation to the City) LICENSEE shall cease all use of Trademarks, filming of SBPD Employees, and other use of City intellectual property in connection with all unapproved episodes of the Series and shall immediately remove the name of the City of Santa Barbara and all of its Departments, and all City Trademarks from all copies of the unapproved episodes of Series, which may not be used, distributed, or publicly displayed. Notwithstanding the foregoing, any termination or expiration of this Agreement shall not affect any of LICENSEE’S rights in relation to Approved Episodes.

13. NOTICES

All notices and statements to be given shall be given or made at the respective addresses of the parties as follows, unless notification of a change of address is given in writing, and the date of mailing shall be deemed the date the notice or statement is given:

CITY:

LICENSEE:

On Patrol with SBPD Inc.,
a California corporation
3609 State Street
Santa Barbara, California 93105

With copies of all notices to:

Gerald Wilson
1800 Sussex Place
Lincoln, Nebraska 68506

14. NO JOINT VENTURE OR AGENCY RELATIONSHIP

Nothing herein contained shall be construed to place the parties in the relationship of partners or joint venturers, and LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will any of LICENSEE'S personnel act or hold himself or herself out to be an agent of the City or any of its departments. Nothing in this Agreement may be construed to have authorized or vested in LICENSEE the power to be an agent of the City or an actor under the color of law, be it civilly or criminally.

15. NO WAIVER

None of the terms of this Agreement may be waived or modified except by an express agreement in writing signed and authorized and approved by the City Council of the City and by Licensee. The failure or delay of a party hereto to enforce any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof and a party hereto may, within the time provided by applicable law, commence appropriate legal proceeding to enforce any or all of such rights.

16. ASSIGNMENT AND DELEGATION

LICENSEE may not assign any of its rights including the license granted herein, nor delegate any of its obligations under this Agreement, without the prior written consent of the

CITY said consent not to be unreasonably withheld; provided, however, that LICENSEES shall have the right to assign this agreement to one or more corporate or other business entities substantially owned or controlled by LICENSEES, and provided such business entities assume all of the obligations of LICENSEES hereunder. Notwithstanding the foregoing, LICENSEES' right to distribute the Series and all Approved Episodes thereof or license (to its telecaster and/or distributor) is not encumbered by provisions in this paragraph, including assigning the Series and all rights incident thereto within the normal course of distribution and exploitation of the Series.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regards to its choice-of-law principles. Any actions or litigations arising out of this transaction shall be filed in a court of competent jurisdiction in the County of Santa Barbara, California.

18. NO INTENDED THIRD-PARTY BENEFICIARIES

Parties herein do not in any way intend to create or confer any benefits to any third party.

19. LIMITATION ON DAMAGES

In no event will any party hereto be liable for or have any obligation to pay to the other consequential and/or incidental and/or special damages, all of which are expressly excluded, and the parties hereby waive any and all rights to recover any of such damages from the other.

20. INTEGRATION

This Agreement embodies the entire understanding of the parties, and shall revoke and supersede all previous communications, representations, or understandings, either oral or written, between the parties.

21. SEVERABILITY

If any term, clause, or provision hereof is held invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity or operation of any other term, clause, or provision hereof, and such invalid, illegal or unenforceable term, clause, or provision shall be deemed to be severed from the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed below as of the day and year first above written.

LICENSEE: _____

Signed: _____

Name: _____

Title: _____

Date: _____

Approved by Legal Counsel

Signed: _____

Name: _____

Date: _____

CITY: CITY OF SANTA BARBARA

By and through

Santa Barbara Police Department

Signed: _____

Name: _____

Title: Police Chief

Date: _____

Approved by Legal Counsel

Name: _____

City Attorney

Signed: _____

Title: _____

Date: _____